

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

JOSE MARIA MOYA, INDIVIDUALLY §
AND AS ADMINISTRATOR OF THE §
ESTATE OF JOSE MARIA SAUCEDA, JR., §
DECEASED; JOSE MARIA SAUCEDA, §
SR.; MARIA SOLIS; ALICIA MOYA; §
LAURA LOZANO AS NEXT FRIEND OF §
JOEL SAUCEDA, A MINOR, AND §
CHRISTINA M. SCOTT AS NEXT FRIEND §
OF ANGEL SAUCEDA, A MINOR §

vs. §

CITY OF PASADENA, TEXAS, AND §
DETECTIVE MIKE YOUNG, OFFICER §
COPPEDGE (F/N/U), OFFICER TEEPE §
(F/N/U), OFFICER PETER RUFFIN, AND §
JOHN DOES, IN THEIR INDIVIDUAL §
CAPACITIES AND IN THEIR OFFICIAL §
CAPACITIES FOR THE CITY OF §
PASADENA, TEXAS §

CASE NO. 4:12-CV-03481

JURY DEMANDED

SETTLEMENT AGREEMENT AND RELEASE

STATE OF TEXAS §
COUNTY OF HARRIS §

Plaintiffs and Defendants have entered into a final written agreement to resolve all disputes between them, including but not limited to all claims brought in the above styled lawsuit. Under the Agreement, Jose Maria Moya, Jose Maria Saucedo, Sr., Maria Solis, Alicia Moya, Laura Lozano, as next friend of Joel Saucedo, a minor, and Christina M. Scott, as next friend of Angel Saucedo, a minor, hereinafter referred to as the RELEASING PARTIES, in consideration of: Fifty Thousand Dollars, (\$50,000), paid by the City of Pasadena, Texas, to the RELEASING PARTIES through their attorneys, W. Mark Lanier and Lawrence P. Wilson of The Lanier Law Firm, P.C., the receipt and sufficiency of which the RELEASING PARTIES



hereby acknowledge and confess, have this day RELEASED, ACQUITTED AND FOREVER DISCHARGED the City of Pasadena, Texas, its current and former police officers including but not limited to Officer Peter Ruffin, Officer Justin Coppedge, Officer Pedro Mejia, Officer Erick Dollagaray, Officer Richard Teepee, Detective Michael Young, and all other City employees, volunteers, elected and appointed officials, servants, governmental risk pools, agents, counsel and assigns in all capacities, hereinafter the RELEASED PARTIES, from all claims, demands, actions and causes of action of whatsoever character or nature, whether in contract, tort or by statute or common law, known or unknown, including any claims under the United States or Texas Constitutions or common law, which have or shall ever accrue to the RELEASING PARTIES arising out of or resulting from the occurrences which form the basis of the lawsuit identified in this agreement. The RELEASING PARTIES and their attorneys will apportion the payment received as follows:

Lanier Law Firm (fees)	10,000
Alexander Law Firm (fees)	10,000
Lanier Law Firm (expenses)	17,750
Jose Saucedo, Sr. (Father of decedent)	1,500
Maria Solis (Mother of decedent)	1,500
Angel Saucedo (Now 18 but minor at time of death)	2,250
Jose Maria Moya (adult son of decedent)	2,000
Alicia Moya (adult daughter of decedent)	2,000
Joel Saucedo (minor son of decedent)	3,000

For the aforesaid consideration, the **RELEASING PARTIES** agree to dismiss all claims against the **RELEASED PARTIES**, with prejudice, in Civil Action No. 4:12-cv-03481; *Jose Maria Moya, et al. v. City of Pasadena, Texas, et al.*; In the United States District Court for the Southern District of Texas, Houston Division. The above-described consideration is being accepted by the **RELEASING PARTIES**, in full compromise and settlement of all causes of action that were asserted or which could have been asserted in the above-described lawsuit.

The **RELEASING PARTIES** represent that they are the potential heirs of Jose Saucedo, Jr., Deceased and for the stated consideration; the **RELEASING PARTIES** also agree not to prosecute any action, or make any claim, against any **RELEASED PARTY** by or through the Estate of Jose Maria Saucedo, Jr., Deceased based upon the occurrences which form the basis of this lawsuit.

It is distinctly understood and agreed by the **RELEASING PARTIES** that this is a **FULL, COMPLETE, AND FINAL RELEASE** and that the sum of money above-recited is being paid to, and is accepted by, the **RELEASING PARTIES** in **FULL COMPROMISE SETTLEMENT** of a disputed claim, and the parties hereby released do not admit any liability. Instead, to the contrary, the parties hereby released have consistently denied liability in this matter and still deny that there is any legal liability on their part, but the City is nonetheless paying the above-recited sum of money in compromise and settlement of a disputed claim to avoid further burdens and expense of litigation, and such payment is not to be construed in any manner as an admission of liability by any **RELEASED PARTY**. In making this agreement, the **RELEASING PARTIES** aver that they have not relied upon any statement or representation which is not contained within this document.

The undersigned has carefully read the foregoing instrument with the benefit of the assistance of counsel of their choosing and affirm by their signatures below that this Agreement and Release contains the entire agreement between the parties hereto, that the terms of this instrument are contractual and are not mere recitals and that the undersigned specifically know the contents and effects hereof and the **RELEASING PARTIES** execute this **COMPLETE AND FINAL RELEASE** of the **RELEASED PARTIES** of their own free will and as their own acts and deeds.

The **RELEASING PARTIES** hereby warrant and represent that Jose Maria Saucedo, Jr. is not, nor has he ever been enrolled in Medicare Part A or Part B. Further, that Jose Maria Saucedo, Jr. has no claim for Social Security Disability benefits nor is he appealing or re-filing for Social Security Disability benefits.

The RELEASING PARTIES agree they are solely responsible for medical and other related expenses and any related liens stemming from the occurrences which form the basis of this lawsuit.

The RELEASING PARTIES agree that they will INDEMNIFY and HOLD HARMLESS the RELEASED PARTIES for any and all claims asserted against the RELEASED PARTIES by those claiming through, or under the RELEASING PARTIES, in any way related to the occurrences made the basis of this lawsuit.

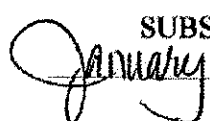
EXECUTED this 16th day of January, 2014.



JOSE MARIA MOYA

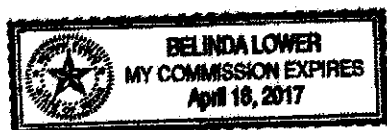
STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this 16th day of January, 2014, personally appeared Jose Maria Moya, known to me to be the person whose name is subscribed to the foregoing instrument and signed in my presence and upon oath that this release and assignment was executed for the purposes and consideration therein expressed.

 SUBSCRIBED AND SWORN TO BEFORE ME on this 16th day of January, 2014, to certify which witness my hand and seal of office.



NOTARY PUBLIC - STATE OF TEXAS



EXECUTED this 21 day of January, 2014.

Jose m Saucedo
JOSE MARIA SAUCEDA, SR.

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

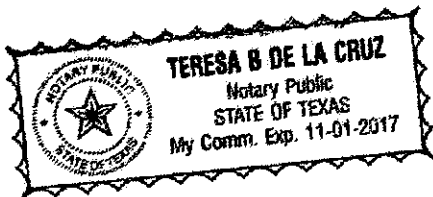
COUNTY OF HARRIS

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BEFORE ME, the undersigned authority on this 21 day of January, 2014, personally appeared Jose Maria Saucedo, Sr., known to me to be the person whose name is subscribed to the foregoing instrument and signed in my presence and upon oath that this release and assignment was executed for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this 21 day of JANUARY, 2014, to certify which witness my hand and seal of office.

Teresa B De La Cruz
NOTARY PUBLIC - STATE OF TEXAS



EXECUTED this 16th day of January, 2014.

Maria Elva Solis
MARIA SOLIS

STATE OF TEXAS

§

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KNOW ALL MEN BY THESE PRESENTS:

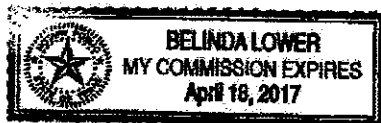
COUNTY OF HARRIS

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BEFORE ME, the undersigned authority on this 16th day of January, 2014, personally appeared Maria Solis, known to me to be the person whose name is subscribed to the foregoing instrument and signed in my presence and upon oath that this release and assignment was executed for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this 16th day of January 2014, to certify which witness my hand and seal of office.

Belinda Lower
NOTARY PUBLIC - STATE OF TEXAS



EXECUTED this 16th day of January, 2014.

Alicia Moya
ALICIA MOYA

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF HARRIS

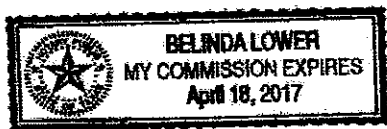
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BEFORE ME, the undersigned authority on this 16th day of January, 2014, personally appeared Alicia Moya, known to me to be the person whose name is subscribed to the foregoing instrument and signed in my presence and upon oath that this release and assignment was executed for the purposes and consideration therein expressed.

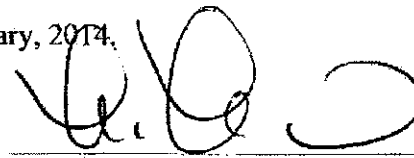
SUBSCRIBED AND SWORN TO BEFORE ME on this 16th day of January, 2014, to certify which witness my hand and seal of office.

Belinda Lower

NOTARY PUBLIC - STATE OF TEXAS



EXECUTED this 14th day of January, 2014.



LAURA LOZANO, as Next Friend of
Joel Saucedo, a Minor

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF HARRIS

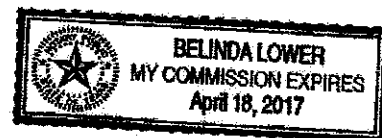
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BEFORE ME, the undersigned authority on this 14th day of January, 2014, personally appeared Laura Lozano, as Next Friend of Joel Saucedo, a Minor, known to me to be the person whose name is subscribed to the foregoing instrument and signed in my presence and upon oath that this release and assignment was executed for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this 14th day of January 2014, to certify which witness my hand and seal of office.



NOTARY PUBLIC - STATE OF TEXAS



EXECUTED this 16th day of January, 2014.

Christina M. Scott
CHRISTINA M. SCOTT, as Next Friend of
Angel Saucedo, a Minor

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Texas

§

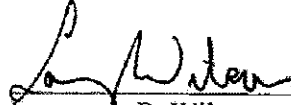
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BEFORE ME, the undersigned authority on this 16th day of January, 2014, personally appeared Christina M. Scott, as Next Friend of Angel Saucedo, a Minor, known to me to be the person whose name is subscribed to the foregoing instrument and signed in my presence and upon oath that this release and assignment was executed for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this 16th day of January 2014, to certify which witness my hand and seal of office.

Blinda Fournier
NOTARY PUBLIC - STATE OF TEXAS

I, Lawrence P. Wilson, attorney for Jose Maria Moya, Jose Maria Saucedo, Sr., Maria Solis, Alicia Moya, Laura Lozano, as next friend of Joel Saucedo, a minor, and Christina M. Scott, as next friend of Angel Saucedo, a minor, hereby represent that I acknowledge that the foregoing release and assignment has been fully and completely explained to Jose Maria Moya, Jose Maria Saucedo, Sr., Maria Solis, Alicia Moya, Laura Lozano, as next friend of Joel Saucedo, a minor, and Christina M. Scott, as next friend of Angel Saucedo, a minor, prior to their execution thereof and acknowledge receipt of my fee out of the sum of money mentioned above.

A handwritten signature in black ink, appearing to read "Lawrence P. Wilson", is written over a horizontal line.

Lawrence P. Wilson,
Counsel for Plaintiffs

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